SCHEDULE 5.6.7

SCHEDULE 5.6.7

APPLICABLE FACTORS

PIU and PLU factors may be reported at the state or LATA level.

FOR TRAFFIC ORIGINATING FROM:	AND TERMINATING TO:	LATA	PIU (%)	PLU (%)
Verizon	AT&T	ALL	[Determined prior to signing]	[Determined prior to signing]
AT&T	Verizon	ALL	[Determined prior to signing]	[Determined prior to signing]

CUSTOMER: AT&T

STATE: VIRGINIA

BILLING CONTACT NAME: _____

BILLING CONTACT NUMBER: _____

BILLING CONTACT ADDRESS: _____

AT&T ACNA to be used when ordering Interconnections Trunks: _____
AT&T CIC to be used when ordering Interconnection Trunks: _____

SCHEDULE 11.2

SCHEDULE 11.2

FUNCTIONAL DESCRIPTION: LOOPS

1 Introduction

This Schedule 11.2 sets forth additional descriptions and requirements for unbundled Loops that Verizon agrees to offer to AT&T under this Agreement.

2 Loop

2.1 Definition

The Local Loop Network Element consists of one or more transmission facilities between one or more distribution frames, or their equivalent(s), in the Verizon central office, and the demarcation point (as defined in 3.6.4 below), at the customer premises. Without limiting the foregoing, the Loop includes all current or future features, functions, and capabilities of the transmission facilities, including dark fiber and attached electronics (including, but not limited to, remotely deployed digital subscriber line access multiplexers (DSLAMs), Optical Concentration Devices (OCDs) and digital loop carrier (DLC) equipment owned or controlled by Verizon, between Verizon's central office and the loop demarcation point at the customer premises ("demarc") and the entire frequency spectrum the loop is capable of carrying today and in the future. Access to the loop shall also include the use of all test access functionality, including without limitation, e.g., smart jacks, for both voice and data.

2.1.1 A transmission facility is a single conductor that is used, in whole or in part, to transmit any type of voice and/or data telecommunications signals between two points. A transmission facility may connect to one or more other conductors, of the same or a different medium, and may utilize interoperating equipment that provides any transmission-related functionality.

2.1.2 Transmission-related functionalities as referenced herein include any functionality that is used, directly or indirectly, to provide the physical transmission of telecommunications signals of any frequency or bandwidth over any transmission medium. Such functionalities include, but are not limited to:

a. Conductor termination,
b. Encoding/decoding,
c. Modulation/demodulation,

d. Multiplexing/demultiplexing,
e. Concentration,
f. Protocol conversion,
g. Signal conversion,
h. Facility termination/cross connection, and/or
i. Telemetry capabilities.

2.1.3 A transmission facility that serves as a local loop includes all conductors and transmission-related functionalities used to establish a communications path used to transmit and receive all types of communications signals between the demarcation point at the customer's premises and the loop termination in a Verizon central office, regardless of the number of frame appearances required in the Verizon central office.

2.1.3.1 At AT&T's direction, Verizon shall connect each frame appearance to other unbundled network element(s), to other Verizon services where technically feasible, or to AT&T's and/or its authorized third party's collocation.

2.1.3.2 The fact that more than one type of conductor (e.g., copper, fiber or radio), multiplexing format (e.g., time division or statistical multiplexing/demultiplexing), coding format (e.g., digital or analog), transmission protocol (e.g., ATM, IP, GR303) or any part of the frequency spectrum derivable over the transmission facility using FCC approved devices may be employed to provide the transmission facility, does not modify Verizon's loop unbundling obligation.

2.2 Loops shall be provided, at the option of AT&T, in combination with the network interface device (NID) unbundled Network Element and any inside wire owned or controlled by Verizon. Verizon shall provide access to Loops even if Verizon is not currently employing the conductor/facility for its own use, such as may occur when spare copper or dark fiber is present.

2.3 Verizon shall allow AT&T access to the transmission functionality of the Loop regardless of the loop architecture Verizon may deploy, and such functionality will be offered without limitation, unbundled from local switching and local transport, in accordance with the terms and conditions set forth in this Schedule 11.2 and Section 11. Verizon shall not make changes to the underlying loop architecture without providing a notice of intent to make the change and notifying AT&T within 180 days of the actual change, and unless Verizon can demonstrate, in writing if so requested by AT&T, that the architecture deployed does not in any way

reduce the transmission capability of an unbundled Loop type employed by AT&T that would be affected by the architecture change.

2.4 Loop availability shall include but not be limited to the following types of facilities:

2.4.1 2-wire analog Loop (or analog 2W) - provides an effective 2-wire channel with 2-wire interfaces at each end that is suitable for the transport of analog (nominal 300 to 3000 Hz) signals and using either Loop-start or ground start signaling;

2.4.2 4-wire analog Loop (or analog 4W) - provides an effective 4-wire channel with 4-wire interfaces at each end that is suitable for the transport of analog (nominal 300 to 3000 Hz) signals. The functionality will operate with one of the following signaling types that may be specified when the service is ordered: Loop-start, ground-start, Loop-reverse-battery, duplex, and no signaling;

2.4.3 2-wire ISDN digital grade Loop (or BRI ISDN) - provides a channel with 2-wire interfaces at each end that is suitable for the transport of 160 kbps digital services using the ISDN 2B1Q line code;

2.4.4 xDSL capable Loop – a basic Loop (2 or 4-wire) without any data transmission degrading equipment (e.g. load coils, bridge taps, and loop back devices) such that the Loop's electrical characteristics will permit the transmission of communications both within the voice band and in frequency ranges above the voice band between a customer premises and the serving central office of that customer. An xDSL capable Loop must be certified by Verizon as capable of supporting xDSL data service without undue spectral interference;

2.4.4.1 As an option for xDSL capable Loops and at AT&T's request, Verizon shall provide a splitter or filter, as provided for in ANSI standards, that Verizon owns and maintains and that will have the low frequency and high frequency ports cross-connected to other facilities at the direction of AT&T. Such capability will be offered on a line-at-a-time basis. Prices for the splitter and associated wiring are set forth in Exhibit A of this Agreement.

2.4.5 4-wire DS-1 compatible Loop - provides a channel with 4-wire interfaces at each end. Each 4-wire channel may be equipped with DS-1 Loop repeaters suitable for the transport of 1.544 mbps digital signals simultaneously in both directions using PCM line code. DS-1 compatible Loops will be available where existing copper facilities can meet, or can reasonably be conditioned to meet, the specifications.

2.4.6 Intentionally omitted

2.4.7 The Enhanced Extended Link (EEL) provides AT&T the capability to serve a customer by extending a customer's loop from the customer's premises to any other location designated by AT&T (including without limitation any AT&T switch location or AT&T collocation space). AT&T shall not be required to collocate in order to purchase an EEL. An EEL consists of, at AT&T's option, any one or more of the following: an unbundled loop, multiplexing/ concentrating functionality, and unbundled dedicated transport, as further described in Section 11.12.2.

2.4.8 Dark Fiber Loop provides a fiber optic interface at each end of an unlit fiber cable. Requirements for Dark Fiber Loop access are found in Section 11.2.15 of this Agreement.

2.4.9 Requirements for Loops - Other

Verizon shall provide all Loops in good working order such that they are capable of supporting transmission of at least the same quality as when Verizon employs the same or similar configuration within its own network. To the extent a loop does not perform to this standard, Verizon will perform all necessary work, at its own cost, to bring the loop into conformance. During the period a loop fails to meet this standard, AT&T will not be held responsible for any payments to Verizon for its use nor shall any charges be due to Verizon for any period that a loop's performance fails to achieve the applicable parity standard.

2.5 Access to Loop Design Records

2.5.1 Verizon shall make available to AT&T, on a non-discriminatory basis, all information related to Loop or Subloop engineering information, commonly referred to as loop qualification information, that is available to Verizon, any affiliate of Verizon or any other unaffiliated carrier, regardless of where such information may reside in Verizon's records or how it may be stored, e.g., LFACs. Such access shall be provided simultaneously to such access being made available to any operating unit of Verizon or any operating unit of a Verizon affiliate or any unaffiliated carrier.

2.5.1.1 This data shall identify any conditions that could affect the nature of the transmission that may occur using the facility and includes, but is not limited to: (1) the length, gauge (as appropriate), location and type, of all conductor(s) comprising the Loop, such as optical fiber or copper; (2) the existence, location and type of any electronic or other equipment on the loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridge taps, load coils, pair-gain devices; (3) the presence and nature of potential disturbers in the same or adjacent binder groups; and (4) the electrical parameters of the Loop, which may be used to determine the suitability of the loop for various technologies.

Verizon must provide access to the most current data concerning loop characteristics. New or revised access to loop qualification data shall be made available to AT&T concurrently with the earliest availability of such changes to any Verizon operating unit(s), any unit of s Verizon affiliate, or any unaffiliated carrier. Revision shall be negotiated and implemented according to change management procedures specified in Schedule 11.6 of this Agreement or through industry forums.

2.6 Spectrum Management

2.6.1 Verizon shall not limit AT&T's ability to use a Loop or any frequency derivable from a Loop to deploy any service, or to use unbundled Loops or any part of the frequency spectrum of such Loop to provide any service derivable over the transmission facility, provided the communications transmission complies with applicable spectrum management rules.

2.7 Unrestricted Shared Use of Unbundled Loops with Other Service Providers

2.7.1 Except where Verizon demonstrates that the intended shared use will cause material harm to Verizon's network or pose a safety hazard, Verizon shall not impose any restrictions on AT&T's ability to use an unbundled Loop it purchases from Verizon in conjunction with any service or Network Element provided by Verizon, by any AT&T affiliate or by unaffiliated service provider. In the event the Parties disagree as to the potential harm and/or the extent of the claimed safety hazard implicit in the proposed serving arrangement, Verizon shall submit the claim to the Dispute Resolution Process set forth in Section 28.11 of this Agreement or bring a complaint with the Commission. Verizon shall bear the burden of proof on all such matters.

2.8 Use of Digital Loop Carrier Systems (DLC)

2.8.1 AT&T shall be entitled to access any unbundled Loop when it is technically feasible to provide access using the Loop architecture deployed. It is the responsibility of Verizon to provide such technically feasible Loops and, where options exist regarding how a Loop may be provided, Verizon shall inform AT&T of all available options and AT&T shall select the option it will use. In all events, when IDLC is present in the Loop and to the extent technically feasible in the particular situation, AT&T shall have the choice of directing that Verizon:

(i) Convert the Loop(s) involved to continuous physical copper pair Loop facilities with qualified transmission capabilities; or

(ii) Move the Loop(s) involved to a parallel universal Digital Loop Carrier facility if one exists; or

(iii) If neither of the above options are possible, deploy an alternative Loop architecture that permits AT&T to serve the retail customer in a non-discriminatory manner and at comparable cost.

2.9 Provisioning of Unbundled Loops

2.9.1 The provisioning process for handling the concurrent migration of an end user's existing local Loop and typically the phone number associated with the Loop from the Verizon network to AT&T's network, commonly referred to as "hot cuts" with Local Number Portability, is described in Section 11.9 of this Agreement.

2.9.2 The loop hot cut procedure shall be modified from time to time as necessary to ensure that AT&T is able to transfer commercial volumes of customers from Verizon to AT&T services on a timely basis and without perceptible service disruption. A perceptible service disruption shall be deemed to have occurred if the customer can notice a lack of dial tone or if an existing call is disrupted or disconnected by the change. Verizon shall make such changes in a manner that assures that no less than parity is achieved for AT&T and its customers with respect to out-of-service intervals.

2.9.3 Except as otherwise agreed by the Parties, the time interval for the hot cut shall be monitored and shall conform to the performance standards and consequences for failure to meet the specified standards as reflected in Section 26 and Schedule 26.1.1 of this Agreement.

2.9.4 New UNE Loops

The Verizon provisioning process for new unbundled Local Loops, i.e., where a loop facility did not previously exist or no spare facility exists, shall be consistent with the current provisioning methodology for new Loop facilities for a retail customer of Verizon. Verizon is required to provide an LSRC (Local Service Request Confirmation) confirming their installation date for the requested unbundled Local Loop, indicating that a new Loop is required and installing the Loop on the confirmed date.

In those cases where the newly provided Loop is connected to AT&T's collocation, when the outside plant (OSP) technician completes the testing on the new Loop, the technician will call in the completion of the unbundled Local Loop to AT&T for testing and provide the demarcation /

termination information. In the event the Loop[s] is not functional, AT&T may submit the necessary trouble ticket[s] to initiate a request for repair.

2.10 Technical Specifications

2.10.1 The xDSL capable Loop provided by the Verizon shall support data transport rates within the parameters specified in ANSI T1.413 Issue 1 or as revised by subsequent action of the ANSI.

SCHEDULE 11.2.14

Schedule 11.2.14

Subloop

1. Definition [FCC RULE 51.319(a)(2)]

The Subloop network element, as set forth in FCC Rule 51.319, is defined as any portion of the transmission path, owned or controlled by Verizon, between two access terminals located anywhere between the Central Office distributing frame and the demarcation point at the customer premises, inclusive.

2. An accessible terminal is any point on a transmission path, dedicated to a customer (or customers) of AT&T where technicians can access the facility without removing a splice case to reach the facility. Access terminals may be located at technically feasible points including but not limited to those:

a. at, near, or on the customer premises, such as the pole or pedestal, the NID, the cross-connect block, a building terminal, or the minimum point of entry to the customer premises (MPOE).

b. at the Feeder Distribution Interface or Serving Area Interface (FDI/SAI), the point in the Verizon outside plant where the feeder facility cross-connects to the distribution facility. The FDI/SAI might be located in the utility room, in a remote terminal, or in a controlled environment vault (CEV).

c. at a distribution frame in the incumbent's central office.

3. Intra-Premises Wiring for MTEs or Commercial Properties (a.k.a. Subloop Inside Wire) is defined as all facilities owned or controlled by Verizon on private property from the point where the facility crosses the property line to the point of demarcation as defined in 47 C.F.R. Sec. 68.3.

4 Subloop Element - Functionality and General Requirements

4.1 Subloop Element includes but is not limited to the following functionality:

(a) Loop Concentration/Multiplexing Functionality

(b) Loop Feeder

(c) Loop Distribution

(d) Intra-Premises Wiring

4.2 Subloop Element – General Requirements

4.2.1 At its option, AT&T may purchase from Verizon on an unbundled basis the entire Loop and NID in combination, or any Subloop element (i.e., Loop Feeder, Loop Concentration/Multiplexing Functionality, Loop Distribution, and intra-premises wiring), or any combination of Subloop elements ordinarily combined in the Verizon network. Any combined Subloop elements shall not be separated unless so directed by AT&T. The BFR Process shall not apply to the purchase of Subloop elements. Except as may be stated elsewhere in this Schedule, Subloop elements shall be available to AT&T through the standard ordering process. Verizon may only refuse to limit availability of or access to a Subloop at or between two points by demonstrating that the access sought by AT&T is technically infeasible. To the extent Verizon refuses access on such a basis, Verizon shall provide AT&T with a written explanation of the facts it relies upon to demonstrate the technical infeasibility of the request and such explanation must be provided to AT&T within (five) 5 days of the request for access that Verizon seeks to deny.

4.2.2 Verizon shall provide all Subloop elements or Subloop element combinations to AT&T in good working order such that they are capable of supporting transmission of at least the same quality as when the same or similar configuration is employed by Verizon within its own network. To the extent a Subloop element does not perform to this standard, Verizon will perform all necessary work, at its own cost, to bring the Subloop element into conformance. During the period when a Subloop element fails to meet this standard, AT&T will not be held responsible for any payments to Verizon for its use.

4.2.3 AT&T may connect to any Subloop element at any technically feasible point and Verizon will not in any manner restrict or delay access to such technically feasible points. AT&T may access the Intra-Premise Wiring at any technically feasible point including, but not limited to the NID, the MPOE, the Single Point of Interconnection (SPOI), the pedestal or the pole. AT&T, shall have the option to perform all work, including but not limited to lifting and re-terminating of cross-connection or cross-connecting new terminations at accessible terminals used for Subloop access. No supervision or oversight of any kind by Verizon personnel shall be required but Verizon may monitor the work, at its own expense, provided Verizon does not delay or otherwise interfere with the work being performed by AT&T or its duly authorized agent(s).

4.2.4 When AT&T requests connection at the Verizon FDI/SAI, AT&T will identify the size and type of cable that it seeks to terminate in the Verizon FDI/SAI location. AT&T at its option will terminate the facility or request that Verizon terminate the facility on the existing accessible terminal capacity identified by Verizon. If termination capacity is not available at the time requested by AT&T, AT&T may cancel its order without incurring any charge, or AT&T may extend the due date of the order to permit Verizon to expand the terminal capacity at the identified FDI/SAI. Upon AT&T's request to expand the terminal capacity, VERIZON must complete all such expansion work within 30 business days.

4.2.5 AT&T may, at its discretion, opt to construct an adjacent structure to connect to the Subloop element and Verizon will facilitate interconnecting the existing Verizon structure and the structure deployed by AT&T, including, but not limited to, permitting AT&T to make the necessary physical connections to the Verizon terminals. Verizon will not oppose or otherwise impede reasonable requests involving placement of AT&T facilities or equipment within the right-of-way Verizon occupies. Unless AT&T or its duly authorized agent elects to make the connections, Verizon must implement all necessary interconnections between its terminals and any adjacent AT&T structures no later than **TBD** days from the date of an interconnection request from AT&T.

4.3 Loop Concentration/Multiplexing Functionality

4.3.1 Loop Concentration/Multiplexing Functionality will be provided by Verizon deploying equipment at each end of the Subloop conductor that operates in a manner to accomplish one or more of the following:

(i) aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals (multiplexing);

(ii) disaggregates higher bit rate or bandwidth signals to lower bit rate or bandwidth signals (demultiplexing);

(iii) aggregates a specified number of signals or channels to fewer channels (concentrating);

(iv) performs signal conversion, including encoding of signals (e.g., analog to digital and digital to analog signal conversion); and

(v) in some instances performs electrical to optical (E/O) conversions.

4.3.1.1 This functionality includes the connecting facilities from the physical location of the equipment providing the loop concentration/multiplexing functionality and the physical location of the accessible terminals on the distribution side of the functionality outside the central office as well as the connecting facility from the physical location of the equipment providing the functionality in the Central Office and accessible terminal used by AT&T in the Central Office.

4.3.2 Equipment that provides Loop Concentration/Multiplexing Functionality includes Digital Loop Carrier (DLC), regardless of type, channel banks, multiplexers or other equipment that encodes or decodes, multiplexes or demultiplexes, or concentrates communication facilities.

4.3.3 Technical Requirements

4.3.3.1 Loop Concentration/Multiplexing Functionality, if deployed, is used to concentrate and or multiplex the distribution media to the feeder media. The media can be copper, coax or fiber. To the

extent unbundling involves "concentration," Verizon and AT&T will work cooperatively to establish concentration ratios for the specific application within the technical limits that may exist with deployed equipment and facilities.

4.3.3.2 When Verizon provides Loop Concentration/Multiplexing Functionality or Loop repeaters, Verizon shall provide power for Subloop equipment through a non-interruptible source with battery backup unless otherwise mutually agreed upon by the Parties.

4.3.3.3 Loop Concentration/Multiplexing Functionality shall be provided to AT&T in accordance with industry standard technical references.

4.3.3.4 Loop Concentration/Multiplexing Functionality shall, where technically feasible, continuously monitor protected circuit packs and redundant common equipment.

4.3.3.5 The redundant common equipment shall also automatically switch to a protection circuit pack on detection of a failure or degradation of normal operation where technically feasible.

4.3.3.6 Verizon shall provide AT&T real time performance and alarm data that may affect AT&T's traffic, if and when technically feasible and to partition such data for AT&T where feasible.

4.3.3.7 At AT&T's option, Verizon shall provide AT&T with real time ability to initiate non-service affecting tests on the underlying device that provides Loop Concentration/ Multiplexing Functionality.

4.3.4 Interface Requirements

4.3.4.1 Loop Concentration/Multiplexing Functionality shall meet the following interface requirements, as appropriate for the configuration similarly deployed in Verizon's network if provided in response to a specific AT&T request.

4.3.4.2 Loop Concentration/Multiplexing Functionality shall provide either digital 4 or 6-wire - electrical interfaces or optical SONET interfaces at rates of OC-3, OC-12, OC-48, and OC-N, if the equipment deployed is capable of providing such interfaces at the serving wire center.

4.3.4.3 If technically feasible and deployed in the Verizon network at the requested location, Loop Concentration/Multiplexing Functionality shall provide a DS1 interface that complies with the Telcordia

(formerly Bellcore) TR-303 (and/or GR-303, when DLC's are present) interface specifications to AT&T at the serving wire center.

4.3.4.4 If technically feasible, Loop Concentration/ Multiplexing Functionality shall provide Telcordia (formerly Bellcore) TR-08 modes 1&2 DS1 interfaces when requested by AT&T.

4.3.4.5 All equipment furnished to AT&T by Verizon shall deliver interfaces in accordance with design specifications as deployed in the Verizon network.

4.4 Loop Feeder

4.4.1 The Loop Feeder provides connectivity between:

(i) an accessible terminal in the outside plant of Verizon such as the Feeder Distribution Interface or Serving Area Interface (FDI/SAI) or when loop concentration/ multiplexing functionality is provided at the accessible terminal on the feeder side of that equipment; and

(ii) a mutually agreeable cross-connection point in the Verizon Central Office, typically the point where an appearance of the connecting facility to AT&T collocation is accessible by Verizon.

The Loop Feeder Subloop component can be copper, coax, or fiber and the interface can be any valid level supported by the underlying media. Verizon shall provide AT&T physical access to the accessible terminal outside the central office.

4.4.2 The physical medium of the Loop Feeder may be copper twisted pair, coax, or fiber. Verizon should disclose the interfaces supported and AT&T should be permitted its choice of which to use. Verizon shall provide access to Loop Feeder Subloops even if Verizon is not currently employing the conductor/facility for its own use such as may occur when spare copper or dark fiber is present. If requested by AT&T Verizon will identify whether load coil, bridge taps, or any other elements are attached to the copper feeder Subloop that may limit the transmission capabilities of the Subloop. If requested by AT&T, Verizon will remove such items and AT&T will reimburse Verizon for such work based on time and material rates set forth in Exhibit A (Pricing) of this Agreement.

4.4.3 Requirements for Loop Feeder

4.4.3.1 If any Loop Feeder Subloop components require power (i.e., repeaters), Verizon shall provide appropriate power for all active components in the Loop Feeder. Verizon will provide appropriate power and battery back up using the same engineering guidelines and practices that are in place for like Verizon equipment.

4.4.4 Additional Requirements for Subloops

4.4.4.1 Verizon shall support functions associated with provisioning, maintenance and testing of the unbundled Subloop elements in a nondiscriminatory manner and demonstrate compliance by monitoring and reporting disaggregated performance results. Verizon will also provide nondiscriminatory access to provisioning, maintenance and testing functions for Network Elements to which Loop Distribution is connected.

4.4.5 Additional Technical Requirements for the Unbundling of DS1 Conditioned Loop Feeder

4.4.5.1 Upon AT&T's request, Verizon shall condition the AT&T requested Loop Feeder to transport a DS1 signal.

4.4.6 Additional Technical Requirements for Optical Loop Feeder

4.4.6.1 Verizon shall provide unbundled Loop Feeder in deployed applications in the Verizon network, which will transport DS3, and OCn (where n is defined in the industry standard technical reference). The requirements for such transport are set forth in industry standard technical references.

4.4.7 Accessible Terminal Requirements

4.4.7.1 If AT&T desires access to unbundled Loop Feeder in a Verizon Central Office, the Loop Feeder accessible terminal will be as follows unless mutually agreeable to the parties:

4.4.7.1.1 Copper twisted pairs shall terminate on a distribution frame where connecting facilities to the AT&T collocation also terminate or where cross-connection to other AT&T UNEs also terminate;

4.4.7.1.2 DS1 Loop Feeder shall terminate on a suitably equipped DSX-1 patch panel where connecting facilities to the AT&T collocation or where cross-connection to other AT&T UNEs also terminate;

4.4.7.1.3 Fiber Optic cable shall terminate on an LGX patch panel where connecting facilities to the AT&T collocation or where cross-connection to other AT&T UNEs also terminate.

4.4.7.2 Depending on the type of Loop Feeder equipment and facilities deployed in the Verizon network at the requested location, the Loop Feeder shall be provisioned in accordance with the relevant and applicable

interface requirements set forth in the technical references listed in the industry standard technical reference.

4.5 Loop Distribution

4.5.1 The Loop Distribution Subloop component provides connectivity from the FDI/SAI via distribution media (facility) to the point of demarcation on the customer premises and shall include all facility terminating and cross-connecting devices that may be present at the point of demarcation provided Verizon owns or controls the device(s) and regardless of the specific nomenclature employed when referring to the device.

4.5.1.1 The Loop Distribution Subloop may be provided using copper twisted pair, coax cable, or fiber optic cable. Where more than one media is available between two points, the media used shall be the choice of AT&T.

4.5.1.2 If a combination that includes two or more of these media exists, Verizon shall not preclude AT&T from using those facilities. Verizon will provide access to Loop Distribution Subloops even if Verizon is not currently employing the conductor/facility for its own use such as when spare copper or dark fiber is present. If requested by AT&T, Verizon will identify whether load coil, bridge taps or any other elements are attached to the copper distribution Subloop that may limit the transmission capabilities of the Subloop. If requested by AT&T, Verizon will remove such items and AT&T will reimburse Verizon for such work based on time and material rates set forth in Exhibit A (Pricing) of this Agreement.

4.5.2 In the case of Verizon facilities serving a single unit installation (e.g., a single residence or single business location), distribution facility consists of all such facilities providing connectivity between the end user's point of demarcation, including the point of demarcation, and the end user side of the FDI/SAI and can be accessed at any technically feasible point.

4.5.3 In the case of Verizon facilities serving Multi Tenant Environments (MTEs), distribution media shall be furnished to AT&T depending on the location at which AT&T intends to interconnect its facilities, as requested by AT&T and described in 4.6 below.

4.5.4 Verizon will provide Loop Distribution at the appropriate rates set forth in Exhibit A (Pricing) of this Agreement

4.5.5 The Loop Distribution Subloop element shall be capable of transmitting any signal(s) that is technically feasible to carry on the particular distribution facility used, and shall support transmission signals with at least the same quality as when Verizon employs the same or similar distribution configuration.

4.6 Multi-Tenant Environments (MTEs)

4.6.1 Subloop Element Configurations may include:

4.6.1.1 Loop Distribution Subloops, described in 4.5 preceding, may be used when AT&T requires a Verizon owned facility from a terminal block on the customer side of a FDI/SAI up to and including the end user subscriber's point of demarcation within a Multi-Unit Property.

4.6.1.2 Intra-Premises Wiring Subloops shall be provided when AT&T requires connectivity between and including two technically feasible accessible terminals on a facility located on a single property. Unless otherwise specified, one end of the Intra-Premises Wiring Subloop will be the demarcation point where the control of the wiring changes from Verizon to the property owner or customer. The other end of the intra premises wiring Subloop shall be at and include a cross connection device(s) at any technically feasible point chosen by AT&T which provides access to customer units at the property. Typically this will be at or in close proximity to the building terminal(s) Verizon would use to cross connect its outside plant to intra premises wiring serving the customer.

4.6.1.3 Intra-Premise wiring may be further divided into vertical and horizontal components, which may be accessed by AT&T through technically feasible accessible terminals on wiring owned or controlled by Verizon. Such segments of Intra-Premises Wiring shall be made available for use by AT&T upon request. The lack of configuration specific pricing shall not be cause for Verizon to deny access to the wiring during the negotiation of pricing for such elements. Ordering of such segments shall be, at AT&T's option, performed in a manner consistent with that employed for the Intra-Premises Wiring.

4.6.1.4 Requirements related to charges that AT&T remits to Verizon for Intra-Premises Wiring are described in 4.6.2.7 below.

4.6.2 Requirements

4.6.2.1 AT&T, at its option, may connect to Verizon owned or controlled Intra-Premises Wiring at any existing accessible terminal regardless of whether a Single Point of Interconnection ("SPOI") also exists or is subsequently established at that premises.

4.6.2.2 AT&T may access Intra-premises Wiring owned or controlled by Verizon by installing a terminal device upon which AT&T's loop plant terminates and then cross-connecting to the intra-premises wiring.

4.6.2.3 Verizon shall not otherwise limit where AT&T's terminal block may be placed at an MTE except for reasonable reservation of

space for growth or to permit safe working conditions. If a limitation exists, Verizon shall provide an acceptable alternative and any additional costs (cabling, conduit, power) shall be shared between the Parties.

4.6.2.4 Connectivity between AT&T's terminal block and the Verizon terminal block where intra-premises wiring terminates will be performed in accordance with generally accepted practices, such as using conduit between physically separate enclosures and splicing of pairs to extend wiring between terminal block locations.

4.6.2.5 If requested by Verizon, where Verizon owns or controls the intra-premises wiring, AT&T shall clearly mark, in a mutually agreed upon manner, intra-premises wiring utilized. AT&T shall be under no obligation to identify the customer or customer unit being served by the wiring.

4.6.2.6 Regardless of the ownership or control status of the intra-premises wiring, Verizon will not in any way limit AT&T access nor will it oppose AT&T re-terminating a cross-connection associated with a customer request for service from AT&T, provided the connections are made in a reasonable manner and does not involve modification to the loop plant terminations of Verizon.

4.6.2.7 When AT&T uses only the Intra-Premises Wiring Subloop(s) such element (s) need not be ordered on an individual pair basis or ordered in advance of use of the sub loop element, unless so requested by AT&T. AT&T shall be responsible for inventorying and reporting the pairs used at a particular location on a mutually agreeable periodic basis. Verizon shall use the counts derived from such reports to determine charges due from AT&T and to render billing. No other ordering activities need be initiated by AT&T. AT&T shall not be required to provide any customer specific information as part of such inventory and, unless mutually agreeable to do otherwise, shall be obligated only to report a street address where the Intra-Premises Wiring Subloop is used and information sufficient to determine the average number of the Intra-Premises Wiring Subloops (i.e., pairs) used at that address during the period covered by the report.

4.6.2.8 Where control of the Intra-Premises Wiring may be unclear or disputed, Verizon will not prevent or in any way delay AT&T's use of the Intra-Premises Wiring to meet an end user request for service. To the extent Verizon demonstrates, after AT&T initiates use of the Intra-Premises Wiring, that the facility employed is controlled by Verizon and, therefore, is a Subloop UNE, then

AT&T will compensate Verizon for such use, on a retroactive basis from the date of first use.

4.6.2.8.1 AT&T will notify Verizon ten (10) days before beginning construction in any MTE where the building owner(s) indicates to AT&T that either the wiring is not owned or controlled by the building owner or the building owner is unsure as to wiring ownership or control. Where no carrier other than Verizon is providing service at the particular MTE, Verizon will respond within ten (10) days, with a determination of whether or not Verizon owns or controls the intra-premises wiring. In all other cases, Verizon will respond by the close of the next business day. AT&T may begin use of intra-premises wiring any time after the expiration of the notice period.

4.6.2.8.2 Where Verizon claims ownership or control of the wiring and Verizon requires that AT&T provide specific facility use information, Verizon shall permanently stencil each terminal block, each cable and each pair termination in a manner that permits AT&T to report such information. Such marking shall be established at no cost to AT&T and the information to be reported shall be consistent from premises to premises. The lack of such labeling shall not prevent AT&T's use of the intra-premises wiring, provided only that the notification specified in 4.6.2.8.1 is satisfied.

4.6.2.8.3 Verizon and AT&T shall, in a mutually agreeable manner, mark the intra-premises wiring employed at MTEs where both Parties provide retail service. Except where Verizon or AT&T is seeking to provide service and a determination is first made that (1) no dial tone is present on the intra-premises wiring or, (2) if dial tone exists, the telephone number associated with the intra-premises wiring is the telephone number the retail Customer seeks to disconnect or port, neither Party shall modify wiring marked as "in use" by the other Party.

4.6.2.8.4 Should Verizon not meet its obligation to provide stenciling as provided in 4.6.2.8.2, and AT&T must subsequently collect such information, Verizon shall reimburse AT&T for the direct cost of time and materials expended in establishing updated records for the MTE. Any intra-premises wiring employed by AT&T, pursuant to the provisions of 4.6.2.8 but for which Verizon did not meet its

obligations as set forth in 4.6.2.8.2, shall not be subject to retroactive billing.

4.6.2.8.5 To the extent that Verizon makes automated assignment of its loop plant to intra-premises wiring, Verizon shall block automated assignment to any intra-premises wiring for which AT&T provides utilization information as permitted by Verizon's compliance with 4.6.2.8.2.

4.6.2.9 Verizon shall defend, indemnify, and otherwise hold harmless, AT&T from any claims by a building owner, relating to the use of on-premises wiring, where payments are made by AT&T to Verizon for the use of the Intra-Premises Wiring Subloop element for which Verizon asserted control.

4.6.2.10 Verizon shall not in any way limit AT&T access to any intra-premises wiring that is in working order and available to serve the end user's premises. Intra-premises wiring that is currently employed to deliver service that a customer is transferring service to AT&T shall be considered "available."

4.6.2.11 Where Verizon provides intra-premises wiring as an unbundled network element, Verizon shall provide repair and maintenance support that is at parity to maintenance and repair support it provides for other customers in an MTE that are served by Verizon's own retail operations, an affiliate of Verizon or any non-affiliate company employing Verizon intra-premises wiring.

4.6.2.11.1 Verizon shall immediately refer any trouble reports from an AT&T Customer in an MTE as directed by AT&T. Verizon shall not work directly with the retail Customer to resolve the trouble without authorization from AT&T nor shall Verizon personnel use the contact to attempt to sell any Verizon services or otherwise collect information that may have value for marketing purposes.

4.6.2.11.2 Verizon shall rectify troubles referred by AT&T where AT&T believes that the trouble has its source in intra-premises wiring unbundled network element(s). If requested by AT&T, Verizon shall coordinate a premises dispatch with AT&T. Verizon shall not apply charges for maintaining or repairing trouble referral for intra-premises wiring unless (1) AT&T has failed to perform loop back test that showed the facility trouble was on the customer side of the loop back device at the MTE and (2) Verizon

demonstrates that the trouble exists within the outside plant provided by AT&T.

4.6.2.11.3 If Verizon fails to resolve a trouble referral to the satisfaction of AT&T, where Verizon is providing the intra-premises wiring as an unbundled network element, AT&T shall have the option to use another spare pair of intra-premises wiring that connects to the premises or it may run its own wiring using the on-premise pathways Verizon utilizes at the premises for the same purposes. When exercising such an option, AT&T shall wait a minimum of six (6) hours following referral of the trouble to Verizon. If a spare pair is utilized, AT&T will convey the revised assignment information to Verizon to the extent made possible by Verizon compliance with 4.6.2.8.2 and appropriately tag the pair as used by AT&T and remove the AT&T designation from the defective pair as provided in 4.6.2.8.3. Verizon may not apply any charges to AT&T for any wiring that AT&T deploys in an MTE pursuant to this paragraph.

4.6.3 Single Point of Interconnection [FCC RULE 51.319(a)(2)(E)]

4.6.3.1 The Single Point of Interconnection (SPOI) is a cross-connect device that provides non-discriminatory access for cross connections to all intra-premises Subloop elements and to all units in an MTE. The SPOI shall be capable of terminating multiple carriers' outside plant that serve a particular premises.

4.6.3.2 Verizon must, at AT&T's request, cooperate in any reconfiguration of the intra-premises wiring necessary to construct a SPOI. Verizon shall provide a SPOI at or as close as commercially practicable to the MPOE in the MTE. AT&T's employees and agents shall have direct access to the intra-premises wiring terminated in the SPOI without the necessity of coordinating such efforts with Verizon's employees or agents. This obligation is in addition to Verizon's obligation to provide nondiscriminatory access to Subloops at any technically feasible point.

4.6.3.3 Unless mutual agreement is reached with respect to completion of SPOI construction, Verizon shall complete the construction of a SPOI not more than sixty (60) days from receipt of a request by AT&T to construct a SPOI. Upon completion of the SPOI, Verizon agrees Verizon shall access all customers it serves at that location through intra-premises wiring terminating at the SPOI.

4.6.3.4 Verizon shall be compensated based on total element long-run incremental cost for constructing any SPOI. The charges for the SPOI shall be recovered from all carriers (including the portion used by Verizon), based on the proportional number of pairs accessed through the SPOI.

4.6.3.5 All disputes arising under this provision, including any dispute over the SPOI at a particular MTE location, shall be resolved according to the Alternative Dispute Resolution process set forth in Section 28.11 (Dispute Resolution) of this Agreement.

4.6.3.6 When a SPOI is established after AT&T begins providing service to a particular location, it shall be at AT&T's option that its pre-existing wiring be re-terminated to the SPOI. AT&T may perform all work or, upon request and subject to applicable time and material charges, Verizon will re-terminate the wiring.

4.6.3.7 When the building owner requests that a SPOI be deployed, which also serves as the demarcation point, and Verizon accommodates the request, Verizon is responsible for providing reasonable and appropriate advance notification to AT&T that such a change will be made.

4.6.4 Demarcation Point

4.6.4.1 Demarcation Point is the point where the control, but not necessarily the ownership, of intra-premises wiring changes from the carrier to the building owner or service subscriber.

4.6.4.2 For those locations where AT&T is serving customers, if Verizon is negotiating with the building owner to move the demarcation point in the owner's MDU to the MPOE, Verizon must serve notice of such negotiations to AT&T within five (5) business days from the date the property owner requested that the change be undertaken by Verizon.

4.6.4.3 Upon completion of such negotiations, Verizon shall provide AT&T notice that an agreement has been reached and provide the timeframe for when the demarcation point will be moved to the MPOE.

4.6.4.4 AT&T shall have the option of moving its service to the newly established demarcation point or negotiating with the building owner connecting to the wiring as previously provided. If AT&T chooses not to use the new demarcation point, and ownership of the intra-premise wiring changes, Verizon shall leave any pre-existing cross connect devices in place. Verizon shall cease billing for the associated intra-premise wiring unbundled network element(s) and immediately make the appropriate billing adjustments retroactive to the date a newly established demarcation point is active.

4.6.4.4.1 AT&T shall have the option of performing any necessary work to accommodate moving its service or requesting Verizon to perform such work on its behalf.

4.6.4.5 In those cases where the demarcation point is at the MPOE, but Verizon continues to maintain the intra- premise wiring Verizon agrees to treat AT&T on a non-discriminatory basis with respect to all matters relating to Intra-Premises Wiring Subloops, including operations support and charges for such support.

4.6.5 Access to Verizon Records

4.6.5.1 The parties agree to work together to define the information and records that AT&T reasonably needs and to incorporate the procedures developed in New York to provide AT&T with access to the records.

SCHEDULE 11.2.17

Schedule 11.2.17

Line Sharing and Line Splitting

1.0 Unless expressly stated herein, Line Sharing, Line Splitting and all associated terminology shall have the same meaning as in Verizon's New York State tariffs and in the documentation describing the operational processes to support line sharing and line splitting developed by, or in connection with, the DSL Collaborative proceeding conducted under the auspices of the New York State Department of Public Service ("DSL Collaborative") and operational agreements between AT&T and Verizon in New York (collectively the "New York DSL Process").

1.1 Verizon shall provide Line Sharing and Line Splitting support to AT&T so that AT&T may provide services through use of the high frequency spectrum (HFS) of the local loop facility. Such services include any xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules, subject to the terms and conditions set forth herein.

1.2 Verizon shall make Line Sharing and Line Splitting available to AT&T at rates set forth in Exhibit A. Prices for Line Sharing and Line Splitting support shall be specific to Virginia, but Verizon shall bear the burden of justifying material variances from the pricing and price structure adopted in New York.

1.3 The following shall apply to Line Sharing and Line Splitting:

1.3.1 AT&T may utilize, at its option, any of the Loop pre-qualification methods currently provided by or used by Verizon, including any affiliate of Verizon. Should Verizon subsequently develop any other Loop qualification procedures or methods for any other party engaged in Line Sharing or Line Splitting, then Verizon shall provide AT&T with a non-discriminatory opportunity to participate in planning and implementing modifications to available data compilations or procedures and shall simultaneously make any new or changed procedures and new or restructured data available to AT&T, if so requested by AT&T, for use at AT&T's option.

1.3.2 Notwithstanding the foregoing, AT&T may elect to perform Loop pre-qualification for Line Splitting using a qualification procedure other than those offered by Verizon and in such cases Verizon shall not reject an AT&T order for Line Splitting because Verizon's Loop pre-qualification procedure was not performed. When AT&T opts not to use Verizon's tools to perform Loop pre-qualification on a Loop employed in Line Splitting and the Loop was not in use providing the same xDSL service at the time of its order, AT&T will not hold Verizon responsible for service performance in the HFS unless and until the Loop is qualified according to then-current Verizon Loop qualification procedures. When AT&T elects not to use Verizon's loop pre-qualification procedure, it shall not be assessed any charge for such procedures.

1.3.3 Notwithstanding the above, Verizon will permit and support AT&T's re-use of a loop for a Line Sharing or Line Splitting configuration if the loop is currently employed to provide active xDSL service, whether or not AT&T performs a loop qualification.

1.3.4 Collocation augments required either at the POT Bay, Collocation node, or for splitter placement, shall be ordered using standard Collocation applications and procedures, unless otherwise agreed to by the Parties or specified in this Agreement; provided, however, the collocation interval for expanding connecting facilities for existing collocations is forty-five (45) business days starting from submission of an accurate augment application through completion of collocation space that is accepted by AT&T. When engaging in Line Sharing in a particular office, AT&T will designate which splitter option it is choosing on the Collocation application or augment.

1.3.5 Verizon shall provide nondiscriminatory support for Line Splitting, as compared to Line Sharing or to Verizon's provisioning of comparable DSL-based services for itself or an affiliate, when the physical arrangements supporting such offerings are comparable. For example, when provisioning Line Splitting for AT&T, Verizon shall assure that no more cross-connections are required than it employs when deploying a Line Sharing arrangement in the same office and the splitter used to enable Line Sharing is deployed in a comparable collocation arrangement.

1.3.6 Adding services in the high frequency portion of a Loop to a pre-existing UNE-P configuration shall have no adverse impact on the Customer's existing UNE-P service. Specifically, unless the order submitted to Verizon specifies a change, the provisioning procedure employed by Verizon shall not result in the loss of the customer's working telephone number, the currently operating Loop (unless AT&T determines that such Loop will not support services in the HFS), 911 access and/or listings, Line Information Data Base information, activated features on the switch, directory listings or directory assistance database listings. The only exception is that a service interruption for POTS may occur, but any such interruption shall not exceed that which occurs when Verizon reconfigures one of its own POTS lines to a Line Sharing configuration for itself or another carrier.

1.3.7 AT&T shall provide Verizon with the information required by FCC Rules regarding the type of xDSL technology that it deploys on each loop facility employed in Line Sharing or Line Splitting. Unless stated otherwise, this information will be conveyed by the Network Channel/Network Channel Interface Code (NC/NCI) or equivalent. Verizon shall retain such information and shall not modify its facilities so as to make the loop incapable of providing the xDSL service.

1.3.8 A Trouble Isolation Charge (TIC) will not apply unless the removal of the advanced service from a Line Sharing configuration substantially improves the service quality in the low frequency portion of the loop. If removal of the advanced service capability from the Line Sharing configuration does not result in a material improvement in the quality of service in the low frequency portion of the loop,

Verizon shall immediately re-establish the advanced service capability and no TIC shall apply.

1.4 Verizon agrees to provide the following support and permit the following operational activities in order to operationalize Line Splitting:

1.4.1 Verizon will not require that AT&T connect the unbundled Loop element and the unbundled local switching element in collocation, except in those instances where the splitter necessary to separate the low and high frequency spectra is located in AT&T's collocation space.

1.4.2 Verizon will provide collocation-to-collocation connections between AT&T and other carriers' collocation space, regardless of the carrier owning the collocation, provided only that the two collocation sites are in the same Verizon Central Office building. Such cross-connecting facilities may either be copper or fiber, at AT&T's choice, and Verizon shall not require the use of equipment or additional cross-connection points between the two collocation locations except those that may be necessary to assure proper operation of the connection.

1.4.2.1 AT&T will order cross-connects pursuant to section 201 only when it has reason to believe that such facilities will carry at least 10% interstate traffic. Verizon may not dispute this certification and must provision the request promptly. If Verizon believes the certification is inaccurate, it shall present its written rationale supporting its dispute to AT&T. If the Parties fail to reach mutual agreement regarding the nature of the traffic and the disposition of the facility within sixty (60) days of such submission, Verizon may file a complaint with the FCC pursuant to section 208 of the Act.

1.4.3 Without prejudging AT&T's right to collocate circuit switching equipment, Verizon will permit and will not restrict AT&T's right to collocate equipment that performs packet switching or contains packet switching as one function of multi-function equipment, provided only that the equipment conforms to the minimum safety and engineering standards applicable Verizon's own equipment.

1.4.3.1 If Verizon believes that equipment containing packet switching functionality also contains functionality that is not necessary for access to UNEs or interconnection and that the presence of such functionality might foreclose AT&T's right to collocate such equipment under the FCC's Rules, Verizon shall provide written notification to AT&T that it believes AT&T has deployed or plans to collocate equipment that is not allowed under those rules, stating the reasons for its contentions. If the Parties fail to reach mutual agreement within sixty (60) days of such submission, Verizon may seek appropriate state and/or FCC intervention in the dispute. AT&T may continue to use and/or deploy the subject equipment until Verizon obtains a final and non-appealable ruling in its favor on the matter, and Verizon may not refuse to interconnect the disputed equipment to the Verizon network unless an expansion of an AT&T collocation space is required solely to permit placement of such equipment. In

any such dispute, Verizon bears the burden of proof to show that the equipment at issue fails to comply with the FCC's rules.

1.5 Except as expressly provided in this Agreement, Verizon-VA shall support Line Sharing and Line Splitting with operational capabilities within Virginia in the manner established through the New York DSL Process. Verizon's delivery of support for Line Sharing and Line Splitting shall be monitored in the same manner as in New York, using the performance measurements and performance standards agreed to in the New York Carrier Working Group and those resolved by order of the New York Public Service Commission in the absence of such agreement. In the event that Verizon delivers operational support to itself or an affiliate that is superior to that specified as the performance standard for Line Sharing and Line Splitting as provided in the New York Carrier Working Group, then such performance shall serve as the standard in lieu of any absolute performance standards.

1.5.1 Except as expressly provided in this Agreement, all outputs from the New York DSL Process ("New York Outputs") shall apply in Virginia, including published operating procedures, agreements (both industry-wide and between AT&T and Verizon), tariffs and orders of the New York Public Service Commission, unless AT&T has expressly agreed otherwise, or unless the Virginia State Corporation Commission has issued an order applying Federal law that specifically directs that different rules or processes should apply.

1.5.2 Unless otherwise mutually agreed by the Parties, the operational interfaces and standards governing those interfaces with which AT&T must comply, including but not limited to the form, format and the required/optional nature of information that must be exchanged, shall not vary in any material manner between New York and Virginia. In the event of a dispute, Verizon shall have the burden of proving that any proposed variations are not material.

1.5.3 Within thirty (30) days of approval of this Agreement, Verizon shall identify and provide to AT&T copies of all documentation that comprehensively defines the operational procedures employed in New York that AT&T must follow and that Verizon will support when AT&T seeks to engage in Line Sharing or Line Splitting. Subsequent expansion or modification of operational documentation shall be handled according to the procedures described in subsections 3.1 and 3.2 below, to assure that the operating procedures established by the New York DSL Process are accurately reflected.

1.5.3.1 AT&T will review the documentation supplied by Verizon and identify all areas where it believes (i) further clarification is required, (ii) the documentation is incomplete or (iii) the documentation does not accurately reflect AT&T's understanding of the agreements reached or orders issued in connection with the New York DSL Process. Verizon shall respond to AT&T within ten (10) days, with a written proposal for disposing of the issues raised.

1.5.3.2 If the Parties cannot reach agreement regarding modifications to the applicable documentation or the timing of changes to the

documentation, as proposed by Verizon, either Party may submit open issues to the Dispute Resolution process as specified in Section 28.11 of this Agreement upon ten (10) days notice to the other Party of its intent to do so.

1.5.4 Either Party may request modification, clarification or expansion of any existing operational documentation. In such cases, the requesting Party shall propose the change or make the request in writing, after which the provisions section 1.5.3 above shall apply.

1.5.5 In the event of a conflict, operational detail set forth in agreed upon process documentation shall prevail over material produced solely by Verizon, including but not limited to Verizon handbooks or material on a Verizon web site.

1.5.6 New York Outputs shall generally be implemented in Virginia contemporaneously with their implementation in New York. In no event shall Verizon-VA's implementation of such outputs take longer than thirty (30) days from the New York implementation date, unless AT&T agrees to such an extension or unless Verizon-VA has applied for and received permission from the Virginia State Corporation Commission to employ a different schedule or to deploy different functionality. In such cases, Verizon-VA shall provide AT&T with notice of its intention to seek an extension from the Virginia State Corporation Commission at the same time it files its request with the Commission.

1.5.7 Either Party may petition the Virginia State Corporation Commission to delay or modify implementation of obligations established through the New York DSL Process. The petitioning Party shall be responsible for demonstrating why conditions vary between Virginia and New York, such that delayed or modified implementation is justified in Virginia, and there will be a strong presumption that such differences do not exist. For obligations established prior to the effective date of this Agreement, any such petition shall be filed within thirty (30) days of the effective date hereof. For obligations established after the effective date of this Agreement, any such request shall be filed within thirty (30) days of the agreement or ruling in New York that establishes such obligation.

1.5.8 If a New York Output is not practically available in New York within the time frame specified in New York, AT&T may seek expedited implementation within Virginia through use of the Alternative Dispute Resolution process described in Section 28.11. If no specific and binding timeframe for implementation is specified for a New York Output, AT&T may seek implementation of that output pursuant to a specific time line for Virginia through application of the Alternative Dispute Resolution process.

1.5.9 If the New York DSL Collaborative is operating at the time, all requests for modifications to or expansion of Verizon-VA's operational support for Line Sharing or Line Splitting capabilities shall first be submitted to the appropriate body in the collaborative process in New York unless the Parties have mutually agreed to implement the change for Virginia.

1.5.9.1 If the New York DSL Collaborative fails to resolve such a request within six months of the initial request, the proponent may seek adoption of the request in Virginia through the Alternative Dispute Resolution Process. The proponent of the change shall be responsible for demonstrating that the request should be adopted in Virginia, and there shall be a strong presumption that modifications not addressed through the New York DSL Collaborative process should not be made in Virginia.

1.5.10 If the New York DSL Collaborative process is no longer operating, or is no longer considering modifications to Verizon's DSL obligations, then the proponent of a change in Virginia shall first seek to negotiate the desired change with the other Party. If the Parties are unable to reach agreement within thirty (30) days of the initial request, either Party may seek resolution of open issues through the Alternative Dispute Resolution process. The proponent of the change shall be responsible for demonstrating that the request should be adopted in Virginia, but there shall be no presumption regarding the reasonableness of making the change for Virginia only.

1.5.11 If a tariff, operating procedure or other applicable documentation is withdrawn in New York, and no appropriate alternative document is identified to take its place, then the most recent version of the publicly available New York documentation that existed prior to the withdrawal in New York shall continue to govern operations in Virginia until replacement material is agreed upon by AT&T or ordered by the Virginia State Corporation Commission.